

## COVINGTON

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By ECF

December 19, 2023

The Honorable Richard M. Gergel  
United States District Court  
for the District of South Carolina  
P.O. Box 835  
Charleston, South Carolina 29402

**Re: *Tyco Fire Products LP v. AIU Ins. Co., et al.*, Civ. No. 2:23-2384 (D.S.C.)**

Dear Judge Gergel:

Further to the Court's Scheduling Order dated October 30, 2023 (ECF 111), we write jointly on behalf of (1) Tyco Fire Products LP ("Tyco") and (2) American Guarantee & Liability Insurance Company, American Zurich Insurance Company, and Zurich American Insurance Company (the "Zurich Insurers") to inform the Court that Tyco and the Zurich Insurers have reached a settlement-in-principle.<sup>1</sup> This settlement-in-principle must be finalized through a formal written agreement, which Tyco and the Zurich Insurers expect to finalize expeditiously. Pursuant to the settlement-in-principle, once a formal agreement is finalized, Tyco will dismiss the Zurich Insurers from this action, with prejudice.

Tyco and the Zurich Insurers also agree that their respective discovery obligations in respect to one another in this action shall be suspended while they work to finalize their settlement agreement.

In the event that Tyco and the Zurich Insurers are unable to finalize their written settlement agreement, they will jointly and promptly report to the Court with a further update and proposed course of action. Tyco and the Zurich Insurers agree that this development is wholly without prejudice to, and should have no impact upon the case schedule or discovery deadlines in respect to any other issues or insurers.

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<sup>1</sup> The Zurich Insurers do not include Zurich American Insurance Company ("ZAIC") in its capacity as successor-in-interest to certain underwriting companies, including but not limited to Zurich Insurance Company, U.S. Branch, which is responsible for Policy No. 89 35 351 and a certain other policy allegedly issued in 1979, in respect to which ZAIC is represented by separate counsel from the Zurich Insurers.

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Respectfully submitted,

/s/ Allan B. Moore

Allan B. Moore

*Counsel for Tyco Fire  
Products LP*

cc Counsel for All Parties (via ECF)